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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/981,637	10/16/2001	Peter Melchior	4535/23	7009
26646 7590 02/06/2007 KENYON & KENYON LLP ONE BROADWAY NEW YORK, NY 10004			EXAMINER LIVERSEDGE, JENNIFER L	
			ART UNIT	PAPER NUMBER
			3692	
SHORTENED STATUTORY PERIOD OF RESPONSE		MAIL DATE	DELIVERY MODE	
3 MONTHS		02/06/2007	PAPER	

Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

Office Action Summary

Application No.

09/981,637

Applicant(s)

MELCHIOR ET AL.

Examiner

Jennifer Liversedge

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 27 December 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1,3-5,7-23,25,26,28,29 and 31 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1,3-5,7-23,25,26,28,29 and 31 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Response to Amendment

This Office Action is responsive to Applicant's amendment and request for reconsideration of application 09/981,637 filed on December 27, 2006.

The amendment contains original claim: 7-22 and 31.

The amendment contains amended claims: 1, 3-5, 23, 25-26 and 28-29.

Claims 2, 6, 24, 27 and 30 have been canceled.

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

Claims 1, 3-5, 7-10, 20-23, 25-26, 28-29 and 31 are rejected under 35 U.S.C. 102(b) as being anticipated by U.S. Patent No. 5,717,989 to Tozzoli et al. (further referred to as Tozzoli).

Regarding claim 1, Tozzoli discloses a computerized system for facilitating transactions in goods or services (column 1, lines 5-6), the system comprising:

Means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or

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services, and for electronically storing the purchase order agreement (column 3, lines 49-56);

Means for evaluating the buyer's cumulative credit exposure at at least one particular time, based upon buyer transaction activity information stored within the system, including evaluating the buyer's cumulative credit exposure anticipated to exist over a period of time (column 4, lines 50-62; column 5, line 61 - column 6, line 44; column 10, lines 1-6 and 42-55; column 11, line 52 – column 12, line 21);

Means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61); and

Means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61).

Regarding claim 5, Tozzoli discloses a computerized system for facilitating transactions in goods or services (column 1, lines 5-6), the system comprising:

Means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement (column 3, lines 49-56);

Means for evaluating the buyer's cumulative credit exposure at at least one particular time, based upon buyer transaction activity information stored within the

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system, including evaluating the buyer's cumulative credit exposure anticipated to exist over a period of time (column 4, lines 50-62; column 5, line 61 - column 6, line 44; column 10, lines 1-6 and 42-55; column 11, line 52 – column 12, line 21);

Means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61); and

Means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61);

Means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 13-30; column 16, lines 58-61); and

Means for receiving and storing electronical evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement (column 5, lines 35-43; column 7, lines 39-42; column 9, lines 13-30; column 9, lines 44-49; column 11, lines 1-6; column 16, lines 49-57; column 17, lines 1-2).

Regarding claim 23, Tozzoli discloses a computerized method for facilitating transactions in goods or services (column 1, lines 5-6), the method comprising:

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Allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement (column 3, lines 49-56);

Evaluating the buyer's cumulative credit exposure at at least one particular time, based upon buyer transaction activity information stored within the system, including evaluating the buyer's cumulative credit exposure anticipated to exist over a period of time (column 4, lines 50-62; column 5, line 61 - column 6, line 44; column 10, lines 1-6 and 42-55; column 11, line 52 – column 12, line 21);

Receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61); and

Electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61).

Regarding claim 26, Tozzoli discloses a computerized method for facilitating transactions in goods or services (column 1, lines 5-6), the method comprising:

Allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement (column 3, lines 49-56);

Evaluating the buyer's cumulative credit exposure at at least one particular time, based upon buyer transaction activity information stored within the system, including

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evaluating the buyer's cumulative credit exposure anticipated to exist over a period of time (column 4, lines 50-62; column 5, line 61 - column 6, line 44; column 10, lines 1-6 and 42-55; column 11, line 52 – column 12, line 21);

Receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61); and

Electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61);

Electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 13-30; column 16, lines 58-61); and

Receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement (column 5, lines 35-43; column 7, lines 39-42; column 9, lines 13-30; column 9, lines 44-49; column 11, lines 1-6; column 16, lines 49-57; column 17, lines 1-2).

Regarding claim 29, Tozzoli discloses a computer usable medium storing program code which, when executed on a computerized device, causes the computerized device to execute a computerized method for facilitating transactions in

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goods or services (column 1, lines 5-6; column 4, line 50 – column 5, line 10), the method comprising:

Allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement (column 3, lines 49-56);

Evaluating the buyer's cumulative credit exposure at at least one particular time, based upon buyer transaction activity information stored within the system, including evaluating the buyer's cumulative credit exposure anticipated to exist over a period of time (column 4, lines 50-62; column 5, line 61 - column 6, line 44; column 10, lines 1-6 and 42-55; column 11, line 52 – column 12, line 21);

Receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61); and

Electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 21-30; column 16, lines 58-61);

Electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 9, lines 13-30; column 16, lines 58-61); and

Receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement (column 5, lines 35-43; column 7, lines 39-42; column 9, lines 13-30;

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column 9, lines 44-49; column 11, lines 1-6; column 16, lines 49-57; column 17, lines 1-2).

Regarding claim 3, Tozzoli discloses the system comprising the system communicating the buyer's cumulative credit exposure anticipated to exist over a period of time to at least one of the buyer and the seller (column 4, lines 50-62; column 5, line 61 - column 6, line 44; column 10, lines 36-55; column 12, lines 38-40; column 14, lines 52-57).

Regarding claims 4, 7, 25, 28 and 31, Tozzoli discloses the system and method comprising means for providing, in a first transaction between a first seller and a first buyer, an opportunity for the first seller to obtain buyer credit assurance to insure against risk of loss to the first seller resulting from failure of the first buyer to make a required payment in connection with the first transaction (column 1, lines 18-24; column 2, lines 52-59; column 5, lines 35-43; column 7, lines 6-10).

Regarding claim 8, Tozzoli discloses the system wherein the means for electronically evaluating the buyer's cumulative credit exposure comprises means for determining, based upon the buyer transaction activity information, and for any invoice stored by the system and upon which a first amount of payment is required to be paid by the buyer, whether at least a portion of the first amount of payment has been paid by

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the buyer (column 6, lines 38-44; column 10, lines 1-6 and 42-55; column 16, lines 49-57; column 17, lines 1-2).

Regarding claim 9, Tozzoli discloses the system wherein the means for electronically evaluating the buyer's cumulative credit exposure comprises means for evaluating the buyer's cumulative credit exposure anticipated to exist over a period of time (column 6, lines 38-44; column 10, lines 1-6 and 42-55; column 11, line 52 – column 12, line 21).

Regarding claim 10, Tozzoli discloses the system wherein the means for evaluating the buyer's cumulative credit exposure anticipated to exist over a period of time comprises means for determining, for a first invoice upon which a first payment is required to be paid by the buyer, when the first payment is required to be paid by, according to one or more terms of at least one of the first invoice and a first purchase order agreement associated with the first invoice (column 5, lines 35-43; column 6, lines 37-45; column 9, lines 26-30; column 10, lines 1-6 and lines 42-55; column 16, line 58 – column 17, line 2).

Regarding claim 20, Tozzoli discloses the system comprising means for the system evaluating whether a first set of payment guarantee criteria are met, and means for, if the first set of payment guarantee criteria are evaluated to be met, the system providing a payment guarantee to the seller to guarantee payment by the buyer in

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connection with the purchase order agreement (column 5, line 35 – column 6, line 7; column 6, lines 37-45; column 7, lines 6-9).

Regarding claim 21, Tozzoli discloses the system wherein the first set of criteria comprises at least one of a credit exposure of the buyer being evaluated by the system to be within a specified maximum credit exposure, and the seller being evaluated by the system to have complied with the seller's obligations as defined by the purchase order agreement (column 5, line 35 – column 6, line 7; column 7, lines 42-46; column 9, lines 22-30; column 10, lines 1-6; column 14, lines 52-57; column 16, lines 58-61).

Regarding claim 22, Tozzoli discloses the system wherein the means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement comprises means for electronically evaluating whether the seller has complied with at least a portion of the seller's obligations as defined by the purchase order agreement, and wherein means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement comprises means for electronically providing a payment instruction if the seller has been evaluated to have complied with the at least a portion of the seller's obligations as defined by the purchase order agreement (column 3, lines 49-56; column 5, lines 35-43; column 7, lines 38-46; column 9, lines 22-30; column 14, lines 52-57; column 16, lines 58-61).

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Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 11-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Tozzoli.

Regarding claim 11, Tozzoli discloses the system comprising means for providing, in a first transaction between a first seller and a first buyer, if a first buyer's cumulative credit exposure is less than a first predefined maximum cumulative credit exposure for the first buyer, providing an opportunity for the first seller to obtain buyer credit assurance to insure against risk of loss to the first seller resulting from failure of the first buyer to make a required payment in connection with the first transaction (column 5, line 35 – column 6, line 7).

Tozzoli does not specifically disclose the buyer credit assurance being available up to the predefined maximum cumulative credit exposure. However, it would be obvious to one of ordinary skill in the art that the amount of credit assurance would be available to the maximum credit exposure. An amount of credit guarantee less than the maximum credit exposure would leave the seller in a continued position of risk, as the credit assurance would not cover the full potential loss; and a credit guarantee greater than the maximum credit exposure would be unnecessary as credit assurance for financial quantities to which an entity does not hold any claims would be unnecessary. Therefore, it would be obvious to make available credit assurance up to the predefined maximum cumulative credit exposure.

Regarding claim 12, Tozzoli discloses the system wherein the predefined maximum cumulative credit exposure is determined based upon credit qualifications of the buyer as indicated by information stored electronically by the system (column 5, line 35 – column 6, line 7; column 6, lines 32-45; column 10, lines 1-6; column 11, line 52 – column 12, line 31).

Regarding claim 13, Tozzoli does not specifically disclose the system wherein the buyer credit assurance is available only up to a predefined maximum transactional assurance limit, the predefined maximum transactional assurance limit being an assurance limit for any transaction entered into by the first buyer. However, Tozzoli discloses credit limits as being set based on various parameters including transactions,

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nature of goods, exposure by party, transaction size, etc. (column 5, line 57 – column 6, line 7). It would be obvious to one of ordinary skill in the art that the amount of credit assurance would be available to the maximum credit exposure, the maximum credit exposure being that of a transaction entered into by a buyer. An amount of credit guarantee less than the maximum credit exposure of a transaction would leave the seller in a continued position of risk, as the credit assurance would not cover the full potential loss; and a credit guarantee greater than the maximum credit exposure of a transaction would be unnecessary as credit assurance for financial quantities to which an entity does not hold any claims would be unnecessary. Therefore, it would be obvious to make available credit assurance up to the predefined maximum cumulative credit exposure where the maximum credit exposure is that of a transaction entered into by a buyer.

Regarding claim 14, Tozzoli does not specifically disclose the system wherein the predefined maximum transactional assurance limit is determined based upon credit qualifications of the buyer as indicated by information stored electronically by the system. However, Tozzoli discloses limits established based on credit qualifications (column 5, line 35 – column 6, line 7; column 6, lines 23-45; column 10, lines 1-6; column 11, line 52 – column 12, line 31). Regarding assurance limits, it would be obvious to one of ordinary skill in the art that the amount of credit assurance would be available based on credit risk, where a greater credit risk would warrant greater credit

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assurance, and where lower credit risk would warrant lesser amounts of credit assurance. The basic concepts of credit assurance and risk dictate this relationship.

Regarding claim 15, Tozzoli does not specifically disclose the system wherein the buyer credit assurance is only available up to a predefined maximum relationship credit exposure limit, the predefined maximum relationship credit exposure limit being a limit on a cumulative amount of credit exposure of the first buyer to the first seller, for all transactions between the first buyer and the first seller, as indicated by information stored electronically by the system. However, Tozzoli discloses limits established based on credit exposure and limits based on quantities and values of transactions between parties (column 5, line 35 – column 6, line 7; column 6, lines 32-45; column 10, lines 1-6; column 11, line 52 – column 12, line 31). Regarding assurance limits, it would be obvious to one of ordinary skill in the art that the amount of credit assurance would be available based on the quantities and values of the transaction, as based on establishing values for the amount of exposure to be accumulated between parties as disclosed by Tozzoli.

Regarding claim 16, Tozzoli discloses the system wherein the predefined maximum relationship credit exposure is determined based upon credit qualifications of the buyer as indicated by information stored electronically by the system (column 5, line 35 – column 6, line 7; column 6, lines 32-45; column 10, lines 1-6; column 11, line 52 – column 12, line 31).

Regarding claim 17, Tozzoli discloses the system comprising means for electronically advising at least one of the first buyer and the first seller regarding a first portion of the first transaction that is assurable through the system (column 5, line 35 – column 6, line 7; column 11, line 52 – column 12, line 31).

Regarding claim 18, Tozzoli discloses the system comprising the system comprising means to present, on at least one of a computer of the seller and a computer of the buyer, a graphical display indicating an anticipated cumulative buyer credit exposure as a function of time and indicating a time at which a transaction is anticipated to be assurable (column 5, line 35 – column 6, line 7; column 10, lines 36-67; column 11, line 52 – column 12, line 45).

Regarding claim 19, Tozzoli discloses the system comprising means for electronically indicating to at least one of the seller and the buyer a future time at which the first transaction would be fully assurable through the system (column 5, line 35 – column 6, line 7; column 6, lines 37-44; column 10, lines 36-67; column 11, line 52 – column 12, line 45).

Response to Arguments

Applicant's arguments filed December 27, 2006 have been fully considered but they are not persuasive.

Applicant argues that Tozzoli does not teach “means for evaluating the buyer’s cumulative credit exposure at at least one particular time, based upon buyer transaction activity information stored within the system, *including evaluating the buyer’s cumulative credit exposure anticipated to exist over a period of time*” (emphasis added to portions of language added in currently submitted amendment). Applicant expands by stating that the “risk evaluation function” as disclosed by Tozzoli, as well as the citations in columns 10-12 which were used together by the Examiner in rejecting this claim language, do not identically disclose “evaluating the buyer’s cumulative credit exposure”. Applicant argues that “...the Examiner-cited passages describe, at best, a display or parameter comparison of credit information at a snapshot in time”.

Examiner respectfully disagrees with the arguments set forth. Tozzoli includes reference to evaluating the buyer’s cumulative credit exposure anticipated to exist over a period of time. Throughout columns 5 and 6, Tozzoli discloses where a funder established credit limits, where the credit limits are inclusive of all transactions and where exposure is monitored such that account parameter thresholds are not exceeded. This is a cumulative approach to credit exposure anticipated to exist over a period of time in that limits are placed based on transaction history including transactions already submitted as well as transactions currently desired. The existence of the risk evaluation function in column 6 is used explicitly to evaluate the exposure risk associated with the credit exposure of a history of purchase orders submitted over time.

Further, the disclosed material in column 10 represents cumulative credit exposure over time. Again, an account of past transactions and currently submitted

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transactions are accounted for such that the risk evaluation function can be implemented to assure that an account is not allowed to exceed its credit exposure parameters over a period of time.

Conclusion

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.

Any inquiry concerning this communication should be directed to Jennifer Liversedge whose telephone number is 571-272-3167. The examiner can normally be reached on Monday – Friday, 8:30 – 5 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Richard Chilcot can be reached at 571-272-6777. The fax number for the organization where the application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Jennifer Liversedge

Examiner

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SUPERVISORY PATENT EXAMINER